

LAW OFFICES  
**BRYDON, SWEARENGEN & ENGLAND**

PROFESSIONAL CORPORATION

DAVID V.G. BRYDON (1937-2012)

JAMES C. SWEARENGEN

WILLIAM R. ENGLAND, III

JOHNNY K. RICHARDSON

GARY W. DUFFY (Retired)

PAUL A. BOUDREAU

CHARLES E. SMARR

DEAN L. COOPER

312 EAST CAPITOL AVENUE

P.O. BOX 456

JEFFERSON CITY, MISSOURI 65102-0456

TELEPHONE (573) 635-7166

FACSIMILE (573) 634-7431

[bmccartney@brydonlaw.com](mailto:bmccartney@brydonlaw.com)

GREGORY C. MITCHELL

BRIAN T. MCCARTNEY

DIANA C. CARTER

SCOTT A. HAMBLIN

JAMIE J. COX

L. RUSSELL MITTEN

ERIN L. WISEMAN

June 10, 2015

**BY ELECTRONIC FILING**

Marlene H. Dortch, Secretary  
Federal Communications Commission  
445 12<sup>th</sup> Street, SW  
Washington, DC 20554

Re: ***EX PARTE NOTICE - Connect America Fund, WC Docket No. 10-90; Developing a Unified Intercarrier Compensation Regime, CC Docket No. 01-92 – Fidelity Telephone Company, Grand River Mutual Telephone Corporation, and Lathrop Telephone Company Petition for Limited Waiver regarding Halo Wireless***

Dear Ms. Dortch:

On June 8, 2015, I spoke by telephone with Gregory Haledjian, Pricing Policy Division, Wireline Competition Bureau about the Petition for Limited and Expedited Waiver of Section 51.917(b) of the Commission's rules regarding amounts owed by Halo Wireless, Inc. ("Halo") filed on February 5, 2015 by Fidelity Telephone Company, Grand River Mutual Telephone Corporation, and Lathrop Telephone Company. I addressed the factors established in the "*TDS Telecom Waiver*" case (FCC 14-121, rel. Aug. 7, 2014), including the requirement that a court or state regulatory agency have issued a finding of liability against Halo (see Petition for Limited Waiver, p. 12), and provided the following information about the Missouri Commission's order finding liability against Halo.

In Missouri, the Missouri Public Service Commission recognized that Halo had inserted "local" Charge Numbers on every call it sent AT&T Missouri "making the call appear to be local, and thus subject to reciprocal compensation." *Halo Wireless v. Craw-Kan Telephone Cooperative, Inc. et al.*, MoPSC File No. TC-2012-0331, *Report and Order*, issued August 1, 2012, p. 31. (See copy of Order attached.) "Thus, by inserting an inaccurate CN in the call record, **Halo made it more difficult for AT&T Missouri and the RLEC Respondents to evaluate Halo's traffic and therefore bill the appropriate intercompany compensation for such traffic.**" *Id.* at p. 32 (emphasis added).

As a result of Halo's unlawful insertion of "local" Charge Numbers, some Missouri companies (such as Fidelity) billed Halo at intrastate access rates because the traffic appeared to be access, while other companies (such as Grand River and Lathrop) billed the traffic at

reciprocal compensation rates because Halo claimed it was “local” wireless traffic. The Missouri PSC recognized this and concluded that Halo’s traffic was “compensable traffic” regardless of how it was billed:

After reviewing the standard Category 11 billing records provided by AT&T Missouri as required by the Commission, each of the RLEC Respondents invoiced Halo for the Halo traffic being delivered for termination to RLEC Respondents’ exchanges. In light of the fact that a substantial portion of the traffic appeared to be interexchange wireline calls, some RLEC Respondents billed Halo based on their Commission-approved intrastate access rates. Another group of RLEC Respondents billed Halo invoices based upon their Commission-approved reciprocal compensation rates for “local” wireless traffic even though those companies did not agree that Halo’s traffic was wireless. . . . **The uncontroverted record in this case shows that Halo has delivered compensable traffic (either access traffic or local reciprocal compensation traffic) and Halo has refused to pay for any of the post-bankruptcy traffic it delivered and continues to deliver to the RLECs, regardless of what rate is billed.**

*Id.* at pp. 29-30 (emphasis added).

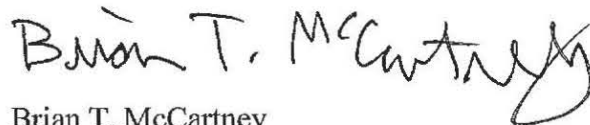
Thus, the Missouri Commission expressly recognized that some carriers billed access rates for Halo’s traffic while others billed reciprocal compensation rates. Regardless of what rate the Missouri companies billed for the Halo traffic, the Missouri PSC stated that Halo’s traffic was “compensable traffic” pursuant to Missouri PSC rules:

Whether wireline or wireless, and whether local or interexchange, all of the traffic Halo delivered to AT&T Missouri and the RLEC Respondents is “compensable traffic” pursuant to 4 CSR 240-29.020(8) (“telecommunications traffic that is transited or terminated over the LEC-to-LEC network, for which the transiting and/or terminating carrier is entitled to financial compensation.”)

*Id.* at p. 61. Thus, the Missouri PSC found that the Missouri carriers were “entitled to financial compensation” for Halo’s traffic.

Please direct any questions concerning this filing to me or my partner Trip England.

Sincerely,



Brian T. McCartney

cc: Gregory Haledjian  
attach: Missouri PSC Halo Wireless Order